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REMARKS/ARGUMENTS

Claims 19-51 are pending in this application, and claims 29, 40, and 51 are currently amended. Claims 29, 40, and 51 have been amended to address cosmetic and grammatical issues. For at least the reasons stated below, Applicants assert that all claims are in condition for allowance.

CLAIM REJECTIONS UNDER 35 U.S.C. § 103

Claims 19-51 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Hartheimer et al. (U.S. Patent No. 5,305,200), in view of Ginter et al. (U.S. Patent No. 6,185,683). The cited references, either alone or in combination, do not teach or suggest all the claim limitations as required by MPEP § 2143. Therefore, this rejection is inappropriate and Applicants respectfully request that Examiner withdraw the rejection.

The present invention generally provides for a method for completing a purchase order/invoice, comprising the steps of:

- allowing a buyer to select among a plurality of documents associated with a proposed transaction;
- allowing the buyer to indicate requirements of trade terms of an agreement relating to the documents selected;
- permitting a seller to at least one of agree to and amend the trade terms on an electronic document platform;
- creating a new version of a form delineating the trade terms upon each amendment;
- allowing a negotiation of the trade terms of the agreement between the buyer and the seller;
- displaying the form detailing the negotiation of the trade terms;
- permitting a digital signature of the form detailing the negotiation of the trade terms;
- organizing and storing the documents supporting the form; and
- initiating payment to the seller only after receiving a verification of credit of the buyer.

Because the combination of *Hartheimer* and *Ginter* do not teach or suggest every element of every claim, Applicants respectfully requests that Examiner's § 103 rejections be withdrawn.

(a) The References Fail to Teach or Suggest Allowing a Buyer to Select Among a Plurality of Documents Associated with a Proposed Transaction

The present claimed invention recites, *inter alia*, allowing a buyer to select among a plurality of documents associated with a proposed transaction. In parsing the language, this limitation claims that a buyer is allowed to select from among a plurality of documents and that the plurality of documents are associated with a proposed transaction. The cited references, either alone or in combination, fail to teach or suggest these features of the present claimed invention.

In contrast, *Hartheimer* discloses a financial exchange system that uses structured messages to represent each stage in the negotiation between a quoter and a requestor. *See*, abstract. Rather than

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allowing a user to select from among a plurality of documents, the *Hartheimer* reference merely describes various messages communicated between a quoter and a requestor; *Hartheimer* does not teach or suggest any user selection whatsoever. *See, e.g.*, Col. 3, lines 4-20. For example, after an order message is received at the quoter's workstation, the quoter's workstation responds by transmitting a confirmation message to the requestor's workstation. *Id.* In other words, each message sent in the *Hartheimer* system is transmitted in direct response to another message or action; there is no user selection from among a plurality of messages because the appropriate message at any given stage is predetermined. At each stage of the system disclosed in *Hartheimer*, there is only one appropriate message to send or receive, and at no point is the quoter or requestor selecting from a plurality of messages. In contrast to the present claimed invention where the user selects from among a plurality of documents, neither party of *Hartheimer*—the quoter nor the requestor—selects a message, let alone a document, because the back and forth of messages in *Hartheimer* is explicitly scripted out to occur in a linear fashion.

Moreover, not only does *Hartheimer* fail to teach or suggest a user selecting from among a plurality of documents, but the combination of *Hartheimer* and *Ginter* also fails to teach or suggest this limitation. *Ginter* generally discloses a system for facilitating the secure delivery of documents and exchange of electronic data. *See*, Abstract. However, nowhere does *Ginter* even mention managing user selection of documents that are associated with a proposed transaction.

For at least this reason, the cited references, each alone or in combination, fail to teach or suggest every element of claims 19-51, and Applicants respectfully request that Examiner's § 103 rejections be withdrawn.

(b) The References Fail to Teach or Suggest Creating a New Version of a Form Delineating Trade Terms Upon Each Amendment

The present claimed invention recites, *inter alia*, creating a new version of a form delineating the trade terms upon each amendment, where the seller has been permitted to amend the trade terms of the agreement on an electronic document platform. The creation of a new trade terms form in response to each amendment to the trade terms by the seller is a type of versioning. The cited references, either alone or in combination fail to teach or suggest this feature of the present claimed invention.

In contrast, *Hartheimer* merely describes a quote provided by a quoter that is either accepted or not accepted by a requestor. *See*, Fig. 3; Col. 5, line 59—Col. 6, line 4. There is no teaching or suggestion in *Hartheimer* of any negotiation or amendment to the quotes, let alone creating a new

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trade terms form in response to an amendment by the seller. Moreover, nowhere does *Hartheimer* teach or suggest facilitating more than one version of a single trade terms form as claimed by the present invention.

Moreover, not only does *Hartheimer* fail to teach or suggest creating a new version of a form delineating the trade terms, but the combination of *Hartheimer* and *Ginter* also fails to teach or suggest this limitation. *Ginter* discloses a system for facilitating the secure delivery of documents and exchange of electronic data, *see abstract*, but nowhere does the reference even mention creating a new version of a form delineating trade terms.

For this additional reason, the cited references, each alone or in combination, fail to teach or suggest every element of claims 19-51, and Applicants respectfully request that Examiner's § 103 rejections be withdrawn.

(c) Claims 26, 37, and 48: The References Fail to Teach or Suggest Filtering the Form's Trade Terms and Outputting the Form with only the Trade Terms

Dependent Claims 26, 37, and 48 of the present invention recite, *inter alia*, filtering the trade terms of the form, and outputting the form with only the trade terms included after filtering. The cited references, either alone or in combination, fail to teach or suggest this feature of the present claimed invention.

In contrast, neither *Hartheimer* nor *Ginter* teach or suggest filtering results. Rather, as previously described, *Hartheimer* does not describe creating any derivative works off of the quote; a single quote is provided by the quoter, and the requestor either accepts or does not accept the quote. There is no teaching or suggestion of subsequently amending or filtering the quote. *Ginter* merely discloses a system for facilitating the secure delivery of documents and exchange of electronic data, but nowhere does the reference even mention filtering transaction data.

For this additional reason, the cited references, each alone or in combination, fail to teach or suggest every element of claims 26, 37, and 48, and Applicants respectfully request that Examiner's § 103 rejections be withdrawn.


CONCLUSION

Applicants submit that all pending claims are allowable and respectfully request that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (612) 607-7386. If any fees are due in connection with the filing of this paper, then the Commissioner is authorized to

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charge such fees including fees for any extension of time, to Deposit Account No. 50-1901
(Reference 60021-340001).

Respectfully submitted,

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